

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Joint Participation Agreement (JPA) between The Florida Department of Transportation (FDOT) and Seminole County for US 17/92 and Laura Street

DEPARTMENT: Public Works

DIVISION: Traffic Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Renee Bumgardner

EXT:

MOTION/RECOMMENDATION:

Authorize the Chairman to approve the Joint Participation Agreement (JPA) between The Florida Department of Transportation (FDOT) and Seminole County for the installation of a traffic signal at US17/92 and Laura Street.

District 2 Michael McLean
District 4 Carlton D. Henley

Charles Wetzel

BACKGROUND:

The Florida Department of Transportation (FDOT) recently completed a Signal Warrant Analysis of the intersection of US 17/92 and Laura Street in the City of Casselberry. The Signal Warrant Analysis recommended signalization of this intersection. The Florida Department of Transportation will install a span wire signal which is their standard design for signals. However, Seminole County's typical standard signal design is a mast arm. The mast arm design is more durable and requires less maintenance over the life span of the signal.

In order to construct this signal as a mast arm, FDOT is requesting that Seminole County enter into a Joint Participation Agreement (JPA). This agreement identifies that FDOT will be responsible for an amount not to exceed \$144,000, which is the construction cost of a span wire. Seminole County will fund the balance of up to \$80,000, which is the additional cost necessary to upgrade the construction to a mast arm. Seminole County will manage the construction of the signal using a County contract.

The County responsibility of \$80,000 for mast arm installation is already budgeted in the current Fiscal Year 2007/08 under Project CIP#00205538. A Budget Amendment Request to reflect the total project cost of \$224,000 with the FDOT reimbursement of \$144,000 is on the Fiscal Services Budget Agenda for January 8, 2008.

STAFF RECOMMENDATION:

Staff recommends approval of the Joint Participation Agreement (JPA) between The Florida Department of Transportation (FDOT) and Seminole County for the installation of a traffic signal at US 17/92 and Laura Street.

ATTACHMENTS:

1. US1792 Laura St. Location Map
2. JPA US17/92-Laurel Street

Additionally Reviewed By:

☒ County Attorney Review (Susan Dietrich)

US 17-92/Laura Street Location Map



US 17-92
Laura Street
Location Map

Seminole County Traffic Engineering
140 Bush Loop
Sanford, Florida 32773
Phone (407) 665-5677
FAX (407) 665-5623

December 2007

Financial Management No.: 423827-1-58-01 Agency: Seminole County Contract No:	Fund: DS Activity: 215 Contract Amount: \$144,000.00	FLAIR Approp: 088717 FLAIR Obj.: 563007 Org. Code: 55054010508 Vendor No.: F596000856098
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JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SEMINOLE COUNTY

This Joint Participation Agreement (hereinafter the “Agreement”), made and entered into this _____ day of _____, 2008, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT) and SEMINOLE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the COUNTY),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the COUNTY, by Resolution/Minutes, a copy of which is attached hereto as Exhibit “B” and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the Project described as the: “Installation of a fully-actuated traffic signal at the intersection of SR 15/600 (US 17/92) and Laura Street”, in Fiscal Year 2007/2008, said Project being known as FM# 423827-1-58-01, and more fully reflected in the Scope of Services attached hereto as Exhibit “A” and hereinafter referred to as the “Project”; and

WHEREAS, the Project is not revenue producing and is contained in the adopted Five Year Transportation Plan; and

WHEREAS, the implementation of the Project is in the best interests of both the DEPARTMENT and the COUNTY; and

WHEREAS, it would be most practical, expeditious, and economical for the COUNTY to perform the services to complete the Project; and

WHEREAS, the funds for the Project cannot be used before this Agreement is executed by both the COUNTY and the DEPARTMENT. Any work performed before the execution of this Agreement will not be reimbursed by the DEPARTMENT.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date the last party executes same. The COUNTY agrees to complete the Project on or before one year from the date of execution of this Agreement. If the COUNTY does not complete the Project within the time period allotted, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. The COUNTY has submitted a tentative production schedule, attached hereto, as Exhibit "E".

2. This Agreement shall serve as a permit to allow the COUNTY access to the DEPARTMENT'S right-of-way to perform all necessary work as required under this Agreement. The COUNTY shall perform necessary preliminary engineering, prepare any and all design plans, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work to complete the Project, as specified in Exhibit "A" attached hereto and by this reference made a part hereof. Nothing herein shall be construed as requiring the COUNTY to perform any activity, which is outside of the scope of services of the Project. Except as specifically stated otherwise in this Agreement, all such activities shall be performed at such times, in such manner, under such conditions, and pursuant to such standards as the COUNTY, in its sole discretion, deems appropriate. The DEPARTMENT shall not have any jurisdiction or control over COUNTY activities, except as specifically stated in this Agreement. Upon completion of the Project, the COUNTY shall remain responsible for maintaining the facility constructed under this Agreement.

3. The COUNTY shall submit all engineering plans that pertain to this Agreement to the DEPARTMENT for review and approval. Before construction of the Project commences, the COUNTY shall give notice to the DEPARTMENT'S Assistant District Traffic Operations Engineer, Jim Stroz at (386) 943-5312 before construction commences.

4. In relation to Construction, the parties agree on the following:

(A) The COUNTY shall hire a contractor using the COUNTY'S normal bid procedures to perform the construction work for the Project.

(B) The COUNTY shall be responsible for ensuring that the Construction work under this Agreement is performed in accordance with the approved construction documents and will meet all applicable DEPARTMENT standards, herein as attached as specified in Exhibit "D".

(C) The COUNTY shall hire a professional engineering consultant to perform the Construction Engineering Inspection work for the Project, which CEI work shall be deemed to be part of the Project. If the COUNTY utilizes its own work force for any services for the Project, the costs and expenses associated with such self-performance shall not be subject to reimbursement.

(E) Upon request, the COUNTY agrees to provide progress reports to the DEPARTMENT in the standard format used by the COUNTY and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter be granted a conference with the other party.

5. The DEPARTMENT agrees to reimburse the COUNTY its actual direct costs, excluding COUNTY overhead, in an amount not to exceed **\$144,000.00** (One Hundred Forty-Four Thousand Dollars and No/100). Reimbursement will be in accordance with Section 339.12, Florida Statutes, and subject to Legislative approval and appropriation. The COUNTY understands that it is responsible for all cost of the Project over and above \$144,000.00.

6. Actual direct costs are limited to the COUNTY'S direct payments to its contractor as required for completion of the Project. Such costs include, but are not limited to, costs for supplies, materials, and services related to the Project.

7. Reimbursement herein is conditioned on the following:

(A) Bills for fees or other compensation for services or expenses shall be submitted to the DEPARTMENT in detail sufficient for a proper pre-audit and post-audit. Such submissions must include an Invoice Summary Sheet, supporting documentation to justify the charges and for the final payment, the Notice of Completion; and

(B) All payments from the DEPARTMENT to the COUNTY are conditioned upon the completion of the Project in a manner consistent with the Project construction documents by the COUNTY'S contractor;

(C) The COUNTY may receive progress payments for services that have been completed and accepted to the satisfaction of the DEPARTMENT when properly supported by invoices or other acceptable evidence of payment to its contractors. The remaining balance will be due upon the completion and approval of all Project services.

(D) Within 30 days after completion of the work authorized by this Agreement, the COUNTY shall notify the DEPARTMENT in writing of the completion; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, Exhibit "C". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

(E) The COUNTY shall provide the DEPARTMENT with documentation supporting its final costs of the Project. This documentation must show the total amount the COUNTY has incurred for the services performed under this Agreement.

8. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice, the DEPARTMENT has twenty (20) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable to the COUNTY, in addition to the invoice amount. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the COUNTY requests payment. Invoices which have to be returned to the COUNTY because of COUNTY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments from a

state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline at 1-800-848-3792.

9. The COUNTY agrees to keep complete records and accounts in order to record complete and correct entries as to all costs, expenditures and other items incidental to the work for this Project. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT at all times during the period of this Agreement and for a period of five (5) years after final payment is made, which audit may include, but shall not necessarily be limited to, such verifications as to the amount and validity of all costs of the Project. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the COUNTY'S general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the COUNTY to the DEPARTMENT.

10. In the event this Agreement is for services in excess of \$25,000.00 (TWENTY FIVE THOUSAND DOLLARS) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

11. The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon either party giving written notice to the other to that effect.

12. Audits: The administration of funds awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEPARTMENT staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the COUNTY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the COUNTY is appropriate, the COUNTY agrees to comply with any additional instructions provided by the DEPARTMENT staff to the COUNTY regarding such audit. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT'S Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, COUNTY, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. If applicable, EXHIBIT 1 to this Agreement indicates Federal resources awarded through the DEPARTMENT by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the DEPARTMENT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a non-state entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (COUNTY entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. If applicable, EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the DEPARTMENT by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (COUNTY entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial

assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The DEPARTMENT at each of the following addresses:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS-549
DeLand, Florida 32720

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the DEPARTMENT for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS-549
DeLand, Florida 32720

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the DEPARTMENT at each of the following addresses:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS-549
DeLand, Florida 32720

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The DEPARTMENT at each of the following addresses:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS-549
DeLand, Florida 32720

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this Agreement shall be submitted by or on behalf of the recipient directly to:

A. The DEPARTMENT at each of the following addresses:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS-549
DeLand, Florida 32720

5. Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (COUNTY entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (COUNTY entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon

request for a period of at least five years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

13. After written notice and a reasonable opportunity to cure, either party may unilaterally cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

14. This Agreement shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT.

15. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all prior negotiations, correspondence, conversation, agreements, or understanding applicable to the matters contain herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

16. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement

17. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

Dianne Peek
Contract Specialist/Audit Analyst
MS 4-549
719 South Woodland Boulevard
DeLand, Florida 32720-6834
PH: (386) 943-5400
dianne.peek@dot.state.fl.us

Jim Stroz
Assistant District Traffic Ops. Engineer
MS 3-562
719 South Woodland Boulevard
DeLand, Florida 32720-6834
PH: (386) 943-5312
jim.stroz@dot.state.fl.us

SEMINOLE COUNTY

Charles R. Wetzel II, P.E.
140 Bush Loop
Sanford, Florida 32773
(407) 665-5686
cwetzel@seminolecountyfl.gov

18. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

IN WITNESS WHEREOF, the CITY has executed this Agreement this ____ day of _____, 2008, and the DEPARTMENT has executed this Agreement this _____ day of _____, 2008.

SEMINOLE COUNTY

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: Brenda Carey

Name: Alan E. Hyman, P.E.

Title: Chairperson

Title: Director of Transportation Operations

As approved by the County Commissioners on:

Attest:

Attest:

Maryanne Morse, County Clerk

Executive Secretary

County Legal Review

Legal Review:

Robert A. McMillan

Financial Provision Approval by
Department of Comptroller on:

Authorization Received From the Comptroller's
Office as to Availability of Funds:

EXHIBIT "A"

SCOPE OF SERVICES

Financial Management Number: 423827-1-58-01

The scope of work shall include the installation of a fully-actuated traffic signal at the intersection of US 17/92 and Laura Street. A new mast arm signal shall be installed and driveway modifications on the west side of the intersection shall be completed by Seminole County. The DEPARTMENT shall contribute an amount not to exceed \$144,000.00 towards the cost of the project.

EXHIBIT “B”

RESOLUTION/MINUTES

Financial Management Number: 423827-1-58-01

EXHIBIT "C"
NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT

Between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and SEMINOLE COUNTY

PROJECT DESCRIPTION: Installation of a fully-actuated traffic signal at the intersection of SR 15/600 (US 17/92) and Laura Street.

FINANCIAL MANAGEMENT ID# 423827-1-58-01

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20__.

SEMINOLE COUNTY

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

Exhibit "D"

TERMS & CONDITIONS OF CONSTRUCTION

1. The COUNTY is authorized, subject to the conditions set forth herein, to enter FDOT right-of-way to perform all activities necessary for the construction of the PROJECT (as described more fully in Exhibit "A"). The PROJECT shall be constructed in accordance with construction plans and specifications to be approved by the FDOT and consistent with the requirements of the FDOT. The plans shall include an appropriate plan for maintenance of traffic. Should any substantial changes to the plans be required during construction of the PROJECT, the COUNTY shall be required to notify the FDOT of the changes and receive approval from the FDOT prior to the changes being constructed. The FDOT reserves the right to adjust the plans to meet the requirements of permits. The COUNTY shall be responsible to maintain the area of the PROJECT at all times during construction of the PROJECT. All payment and performance bonds shall name the FDOT as an additional obligee. All warranties on any product or material used in construction of said PROJECT shall be in favor of the FDOT.

2. The COUNTY shall have the affirmative responsibility to locate all existing utilities, both aerial and underground and that all utility locations shall be represented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The COUNTY shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of the FDOT.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The COUNTY is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the PROJECT. When applicable, such permits will be processed in the name of the FDOT; however, in such event, the COUNTY will comply with all terms and conditions of such permit in construction of the subject facilities.

4. This Agreement shall act to supersede the normal requirements of separate FDOT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

5. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use FDOT and/or Seminole County right-of-way nor the placing of facilities upon FDOT's and/or Seminole County's land shall operate to create or vest any property right in the COUNTY except as otherwise provided in separate agreements.

6. The FDOT shall appoint and authorize a single individual to serve as the FDOT's representative to coordinate and manage the FDOT review of the COUNTY activities pursuant to this Agreement. The individual shall have the authority to act on behalf of the FDOT in all matters relative to this Agreement and his or her approval shall be binding on the FDOT. The COUNTY

shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

7. The COUNTY shall perform all required testing associated with the design and construction of the PROJECT in accord with FDOT standards and requirements. The COUNTY shall, as directed by the FDOT representative, procure independent assurance testing. Said testing results shall be provided to the FDOT representative and he or she shall approve or disapprove said testing results in an expedited manner. FDOT shall have the right, but not the obligation, to perform such independent testing from time to time during the course of the PROJECT.

8. The COUNTY shall utilize only a FDOT pre-qualified prime contractor ("Contractor") and a FDOT qualified construction engineering and inspection firm ("CEI") to perform the work on the PROJECT.

9. The COUNTY shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by FDOT. Provided, however, in the event of an emergency, the COUNTY shall immediately make any necessary changes and notify FDOT and Seminole County after the modifications.

10. FDOT may request and shall be granted a conference with the COUNTY and at the COUNTY's option, the COUNTY's CEI firm, to discuss any part of the PROJECT activities that FDOT determines to be inconsistent with the approved design plans and specifications. After such a meeting, if FDOT determines that construction activities are being performed inconsistent with these standards, the parties will follow the following process: (a) FDOT will notify the COUNTY of its determination of inconsistency, specifying the inconsistencies, (b) within seven (7) days of such notification, the COUNTY will develop a proposed corrective action with a time-frame for accomplishing same, (c) the COUNTY will monitor the corrective action and provide FDOT status reports at such intervals as are reasonable, based on the corrective action undertaken, (d) FDOT may, but is not obligated to, review independently the progress of the corrective action, (e) if FDOT determines the corrective action is not being done sufficiently, it shall notify the COUNTY in writing that the operation will cease within seventy-two (72) hours, and (f) the COUNTY will stop all work within such seventy-two (72) hours until an acceptable resolution is reached. Provided however, if the FDOT determines a condition exists which threatens the public's safety, the FDOT may, at its discretion, issue an immediate stop work order.

11. The COUNTY shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the PROJECT so that the safe and efficient movement of the traveling public is maintained. The COUNTY is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the COUNTY shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the PROJECT area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the FDOT's 2000 Standard Specifications for Road and Bridge construction and FDOT's 2002 Roadway and Traffic Design Standards, and as those sources may be amended from time to time. The COUNTY may assign the responsibility of this paragraph to the Contractor or its' CEI for the construction of the PROJECT.

12. Construction shall be completed in accordance with the Schedule of Project Production attached to this Agreement.

13. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the FDOT's right, title and interest in the land to be entered upon and used by the COUNTY. Any additional right or privilege required to undertake and to complete construction of the PROJECT shall be secured by the COUNTY.

14. Upon completion of the work in accord with the Plans, the COUNTY shall furnish a set of "as-built" plans certified by the Engineer of Record that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, 2000 edition as amended, or otherwise conform to or meet generally accepted professional practices. Additionally, the COUNTY shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to the FDOT in a manner acceptable to the FDOT. Upon acceptance of right-of-way documents as specified in Paragraph 12, then the PROJECT shall be deemed accepted by and turned over to the FDOT.

15. In the event contaminated soil is encountered by the COUNTY or anyone within the DEPARTMENT right of way, the COUNTY shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the COUNTY of any required action related thereto.

16. It is acknowledged by the parties that construction plans and specifications are still being prepared by the COUNTY as of the date of this Agreement. Construction of the PROJECT will not commence until FDOT has approved the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been properly obtained and certified as such by the DEPARTMENT's Right of Way Manager.

17. The COUNTY shall assure that a load rating is submitted on any vehicular bridges prior to the final submission of the structure plans for Department review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is completed.

Exhibit "E"

Schedule of Product Production

The project design is being conducted by FDOT and should be complete by December 31, 2007. Seminole County anticipates issuing a purchase order to one of their contractors (Traffic Control Devices or Chinchor Electric), utilizing existing contract IFB-3110-05/GMG, by January 31, 2008. Construction should begin by February 15, ^{2008mcb}~~2008~~. The estimated completion date is August 31, 2008.

EXHIBIT - 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) -
\$ (*amount*)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. Etc.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) -
\$ (*amount*)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project (*list State awarding agency, Catalog of State Financial Assistance title and number*) -
\$ (*amount*)

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: